

TAX COLLECTOR'S CERTIFICATION

This is to certify that the holder listed below of Tax Sale Certificate Number **2010 / 7577** , issued the **1st** day of **June, 2010**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 10-2093-895**

Certificate Holder:
US BANK, AS C/F FL DUNDEE LIEN
LOCKBOX # 005191
PO BOX 645191
CINCINNATI, OHIO 45264

Property Owner:
DURANT RICHARD L & LISA A
5503 NAVAHO DR
PENSACOLA , FLORIDA 32507

Legal Description: 22-3S3-170
LT 12 BLK B GRANDE LAGOON WEST PB 9 P 30 OR 4157 P 920

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2010	7577	06/01/10	\$667.38	\$0.00	\$195.49	\$862.87

CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2013	6283.0000	06/01/13	\$494.28	\$6.25	\$24.71	\$525.24

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
7. Clerk of Court Statutory Fee
8. Clerk of Court Certified Mail Charge
9. Clerk of Court Advertising Charge
10. Sheriff's Fee
11. _____
12. Total of Lines 6 thru 11
13. Interest Computed by Clerk of Court Per Florida Statutes.....(%)
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
15. Statutory (Opening) Bid; Total of Lines 12 thru 14
16. Redemption Fee
17. Total Amount to Redeem

\$1,388.11
\$0.00
\$150.00
\$75.00
\$1,613.11
\$1,613.11
\$6.25

*Done this 28th day of July, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By _____

Date of Sale: 4/7/14

* This certification must be surrendered to the Clerk of the Circuit Court no later than ten days after this date.

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**US BANK, AS C/F FL DUNDEE LIEN
LOCKBOX # 005191
PO BOX 645191
CINCINNATI, Ohio, 45264**

holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

Certificate No.	Parcel ID Number	Date	Legal Description
7577	10-2093-895	06/01/2010	22-3S3-170 LT 12 BLK B GRANDE LAGOON WEST PB 9 P 30 OR 4157 P 920

2012 TAX ROLL

DURANT RICHARD L & LISA A
5503 NAVAHO DR
PENSACOLA , Florida 32507

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

glfunl (Jacob Prince)
Applicant's Signature

07/28/2013
Date

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 10759

September 17, 2013

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32569

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 09-17-1993, through 09-17-2013, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

Richard L. Durant and Lisa A. Durant, husband and wife

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

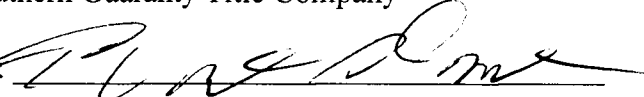
4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

September 17, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 10759

September 17, 2013

Lot 12, Block B, Grande Lagoon West, as per plat thereof, recorded in Plat Book 9, Page 30, of the Public Records of Escambia County, Florida

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 10759

September 17, 2013

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. That certain mortgage executed by Richard L. Durant and Lisa A. Duran, husband and wife in favor of Catherine Gustin dated 07/21/2005 and recorded 07/21/2009 in Official Records Book 6485, page 1750 of the public records of Escambia County, Florida, in the original amount of \$75,000.00.
2. Judgment filed by Synovus Bank successor in interest to Coastal Bank & Trust formerly Bank of Pensacola recorded in O.R. Book 6741, page 1014.
3. Taxes for the year 2009 and 2012 delinquent. The assessed value is \$23,750.00. Tax ID 10-2093-895.

PLEASE NOTE THE FOLLOWING:

- A. Subject to current year taxes.
- B. Taxes and assessments due now or in subsequent years.
- C. Subject to Easements, Restrictions and Covenants of record.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgr@aol.com

Janet Holley
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 04-07-2014

TAX ACCOUNT NO.: 10-2093-895

CERTIFICATE NO.: 2010-7577

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

- Notify City of Pensacola, P.O. Box 12910, 32521
 Notify Escambia County, 190 Governmental Center, 32502
 Homestead for _____ tax year.

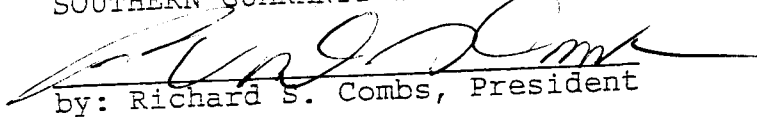
Richard L. Durant
Lisa A. Durant
5503 Navaho Dr.
Pensacola, FL 32507

Catherine Gustin
1104 Balsa Court
Pensacola, FL 32507

Synovus Bank
1148 Broadway
Columbus, GA 31901

Certified and delivered to Escambia County Tax Collector,
this 19th day of September, 2013.

SOUTHERN GUARANTY TITLE COMPANY


by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

941.50
770.00

OR BK 4157 PG0920
Escambia County, Florida
INSTRUMENT 97-406703

This instrument was prepared by:
WILLIAM E. FARRINGTON, II
RETURN TO: WILSON, HARRELL & SMITH, P.A.
307 S. PALAFOX STREET
PENSACOLA, FL 32501
WH&S#1.25013

DEED DOC STAMPS PD @ ESC CO \$ 770.00
08/05/97 ERNIE LEE MAGANA, CLERK
By: *Sarah Arnold*

Parcel I.D. Number 22-3S-31-7006-012-002

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That ROSEMARIE BOLL, the unmarried widow of RICHARD L. BOLL, deceased, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt thereof is hereby acknowledged, do hereby grant, bargain, sell, convey and warrant unto RICHARD L. DURANT and LISA A. DURANT, husband and wife, Grantees, Grantees' heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia, State of Florida to-wit:

LOT 12, BLOCK "B", GRANDE LAGOON WEST, A SUBDIVISION IN ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 9 AT PAGE 30 OF THE PUBLIC RECORDS OF SAID COUNTY.

and the Grantors do hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever. Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th day of July, 1997.

Signed, Sealed and delivered in the presence of:

Sign: *Linda A. Smith*
Print: LINDA A. SMITH

Rosemarie Boll (SEAL)
ROSEMARIE BOLL, by her Attorney in Fact G.E. Thiry
by *G.E. Thiry*
Attorney in Fact

Sign: *Brenda M. Demet*
Print: BRENDA M. DEMET

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this 29th day of July, 1997, personally appeared G.E. THIRY, as Attorney in Fact for Rosemarie Boll, who is personally known to me or who produced a driver's license as identification and who did not take an oath.

LINDA A. SMITH
"Notary Public-State of FL"
Comm. Exp. October 17, 2000
Comm. No. CC585632

Sign: *Linda A. Smith*
Print: LINDA A. SMITH
NOTARY PUBLIC
STATE OF FLORIDA
My Commission Expires: 10/17/2000
My Commission Number: CC585632

**RESIDENTIAL SALES ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-406703

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that this disclosure be attached, along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the county of the veracity of any disclosure statement.

NAME OF ROADWAY: GRANDE LAGOON COURT

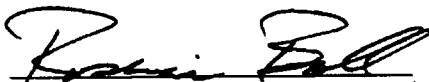
LEGAL ADDRESS OF PROPERTY: 5596 Grande Lagoon Court, Pensacola, FL 32507

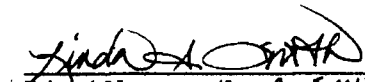
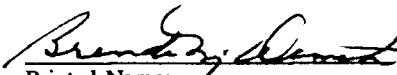
The County (X) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by: Wilson, Harrell & Smith, P.A.
307 S. Palafox Street
Pensacola, FL 32501

AS TO SELLER(S):

WITNESSES TO SELLER(S):


ROSEMARIE BOLL, by her Attorney in fact
G.E. Thiry

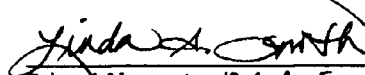
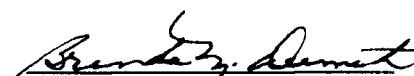

Printed Name: LINDA A. SMITH

Printed Name: BRENDA M. DEMET

AS TO BUYER(S):

WITNESSES TO BUYER(S):


RICHARD L. DURANT


LISA A. DURANT


Printed Name: LINDA A. SMITH

Printed Name: BRENDA M. DEMET

462.50 Doc
27.00 REC
150.00 Int. Tax
439.50 Total

Prepared by and Return to:
William E. Farrington, II
307 S. Palafox Street
Pensacola, FL 32502
WHFF# 1-44433

MORTGAGE

RICHARD L. DURANT and LISA A. DURANT, husband and wife, hereinafter called Mortgagors, in consideration of the principal sum specified in the promissory note hereafter described, received from **CATHERINE GUSTIN**, whose address is 1104 Balsa Court, Pensacola, FL 32507, hereinafter called Mortgagee, (which terms Mortgagor and Mortgagee shall be construed to include the plural as well as the singular) on this **July 21, 2009**, mortgages to the Mortgagee the real property in Escambia County, Florida, described as:

Lot 12, Block "B" GRANDE LAGOON WEST, a subdivision in Escambia County, Florida, according to Plat thereof recorded in Plat Book 9 at Page 30 of the Public Records of said County.

as security for the payment of the following:

ONE (1) PROMISSORY NOTE OF EVEN DATE HERewith IN THE PRINCIPAL SUM OF **\$75,000.00** PAYABLE ACCORDING TO ITS TERMS AND CONDITIONS. THE INDEBTEDNESS MAY BE PREPAID IN PART OR WHOLE WITH NO PENALTY.

AND Mortgagor agrees:

1. To make all payments required by the note and this mortgage promptly when due.
2. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable on demand by Mortgagee and shall be secured by this mortgage.
3. To keep all buildings now or hereafter on the land insured against damage by fire, flood and windstorm in the sum secured by this mortgage, by an insurer satisfactory to the Mortgagee, the insurance policy to be held by and payable to the Mortgagee. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable upon demand by Mortgagee and shall be secured by this mortgage. If any sum becomes payable under such

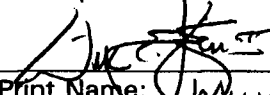
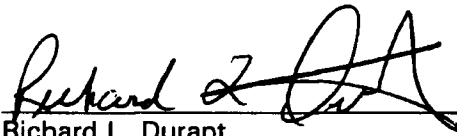

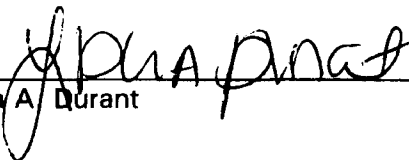
policy, Mortgagee may apply it to the indebtedness secured by this mortgage, or may permit the Mortgagor to use it for other purposes, without impairing the lien of this mortgage.

4. That Mortgagor will not commit, permit or suffer any waste, impairment or deterioration of the mortgaged property. Upon the failure of Mortgagor to keep the buildings on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured. Failure of Mortgagor to comply with the demand of Mortgagee for a period of fifteen days shall constitute a breach of this mortgage.
5. To pay all expenses reasonably incurred by Mortgagee due to failure of Mortgagor to comply with the agreements in the note or this mortgage, including reasonable attorney fees. The cost thereof, with interest thereon from the date of payment at the rate specified in the note, shall also be secured by this mortgage.
6. That if any of the installments of principal and interest due by the terms of said promissory note are not paid when due, or if any agreement in this mortgage other than the agreement to make the payments is breached, the entire unpaid principal balance of the note plus interest, costs, and attorney fees, shall immediately become due at the option of Mortgagee, and Mortgagee may foreclose this mortgage in the manner provided by law, and have the mortgaged property sold to satisfy or apply on the indebtedness hereby secured.
7. The rents and profits of the mortgaged property are also hereby mortgaged, and if proceedings to foreclose this mortgage shall be instituted, the court having jurisdiction thereof should appoint a receiver of the mortgaged property, and apply those rents and profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.
8. If this is a junior mortgage, Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this mortgage.
9. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

- 10. This Mortgage and the Note secured hereby may not be assumed without the prior written consent of the Mortgagee. If all or any part of the Property or any interest in it is sold or transferred without said prior written consent, Mortgagee may, at its option, require immediate payment of all sums due under the terms of this Mortgage.
- 11. If this mortgage is prepaid at any time during its term, there shall be no prepayment penalty.

IN WITNESS WHEREOF, the said Mortgagor has executed these presents, this the date and year first above written.


Signed, Sealed and Delivered
in the presence of:

 Print Name: <u>William E. Farrington</u>	 Richard L. Durant
 Print Name: <u>Angela E. Bonds</u>	 Lisa A. Durant

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of July, 2009, by Richard L. Durant and Lisa A. Durant, who are personally known to me or who produced _____ as identification and did not take an oath.



Sign: 
 Print: William E. Farrington
 NOTARY PUBLIC
 My Commission Expires: 11-1-10
 My Commission Number: 0255182

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

SYNOVUS BANK, formerly known as
Columbus Bank and Trust Company, as
Successor in Interest Through Name Change
and by Merger with Coastal Bank and Trust
of Florida, successor by merger to Bank of
Pensacola,

Plaintiff,

v.

LISA A. DURANT,

Defendant.

CASE NO.: 2011 CA 000466
Division: "D"

ERNE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
2011 JUL - 1 P 2:22
CIRCUIT CIVIL DIVISION
FILED & RECORDED

FINAL JUDGMENT

THIS CAUSE having come on to be heard before the Court on the Motion of Plaintiff, Synovus Bank, formerly known as Columbus Bank and Trust Company, as Successor in Interest Through Name Change and by Merger with Coastal Bank and Trust of Florida, successor by merger to Bank of Pensacola (hereinafter, "Synovus Bank"), for Summary Final Judgment and the Court having reviewed the proof submitted by the Plaintiff, the pleadings and other papers in the Court file, having heard the argument of counsel, and being otherwise fully advised in the premises, finds and decides that there is no genuine issue of material fact and that the Plaintiff is entitled to judgment as a matter of law. It is thereupon



"CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY, FLORIDA"

Mary Green c.f.
DATE: 7/15/11

Case: 2011 CA 000466
00026721112
Dkt: CA1036 Pg# 3

CONSIDERED, ORDERED AND ADJUDGED that the Plaintiff, Synovus Bank, does have of and recover from the Defendant, Lisa A. Durant, the sum of \$96,901.33 for principal, \$3,328.29 for interest through May 31, 2011, \$417.30 for interest from June 1, 2011, through July 7, 2011, \$103.79 for late fees, \$410.00 for court costs, \$35.00 for service of process, and \$1,627.50 for attorneys' fees for attorneys for the Plaintiff, all sums totaling \$103,823.22, for which sum let execution issue against the Defendant, Lisa A. Durant.

The Court further finds that the attorneys' fees sought by the Plaintiff, Synovus Bank, and awarded by the Court herein are reasonable. The amounts due the Plaintiff under this judgment shall bear interest at the rate of 6% per annum as and from the date hereof until paid.

The Court finds that a reasonable hourly rate for the attorneys for the Plaintiff is \$235.00, and a reasonable hourly rate for the paralegal and legal assistant is \$100.00. A reasonable number of hours for the attorneys for the Plaintiff for their services in this case is 5.5 hours, and a reasonable amount of hours for the paralegal and legal assistant for the Plaintiff for their services in this case is 5.7 hours. The Court has considered the factors set forth in *Florida Patients' Compensation Fund vs. Rowe*, 472 So.2d 1145 (Fla. 1985), in determining said fee.

IT IS FURTHER ORDERED AND ADJUDGED that the Judgment Debtor shall complete under oath Fla. R. Civ. P. Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the Judgment Creditor's attorneys within forty-five (45) days from the date of this Final Judgment, unless the Final Judgment is satisfied or post-judgment discovery is stayed.

Jurisdiction in this case is retained to enter further orders that are proposed to compel the Judgment Debtors to complete Form 1.977, including all required attachments, and serve it on the Judgment Creditor's attorneys.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida, this the 7th day of July, 2011.



HONORABLE MICHAEL G. ALLEN
Circuit Court Judge

Conformed Copies to:

- ✓ Philip A. Bates
- ✓ William E. Farrington, II

7/11/11
MM

Plaintiff's Address:

Synovus Bank
1148 Broadway
Columbus, GA 31901

Defendant's Address:

Lisa A. Durant
5503 Navaho Drive
Pensacola, FL